



REGULAR CITY COUNCIL MEETING

Monday, December 12, 2022 at 7:00 PM

Pre- Meeting at 6:00 PM

Conference Room | 1953 Municipal Way

AGENDA

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate

MINUTES APPROVAL

- [A.](#) 11-28-2022 Minutes - Work Session - Pre-Meeting City Council Meeting
- [B.](#) 11-28-2022 Minutes - Regular City Council Meeting
- [C.](#) 12-08-2022 Minutes - Work Session City Council Meeting

AGENDA APPROVAL

MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

- [D.](#) Resolution 121222-G Affirming Mayoral Beautification Board Appointment
- [E.](#) Resolution 121222-I Mayors Appointment to the Planning & Zoning Commission - Place 2 and Place 3

COUNCIL REPORTS

- [F.](#) Library Report - November 2022
- [G.](#) Public Works Monthly Report - November 2022
- [H.](#) AFD Monthly Report - November 2022
- [I.](#) APD Monthly Activity Report - November 2022
- [J.](#) Engineering and Building Monthly Report - November 2022

AGENDA ITEMS

* Public Hearing on these Items ** Set Public Hearing on these Items

[1.](#) *Ordinance 22-169 An Ordinance to Prezone 13 Park Dr to R-3 Single Family Dwelling

Public Hearing to prezone property of Ronald Davenport Jr., located at 13 Park Drive, to R-3 Single Family Dwelling. PIN: 23 7 26 0 001 007.016

[2.](#) *Ordinance 22-170 An Ordinance to Annex 13 Park Dr into the City

Public Hearing to annex property of Ronald Davenport Jr., located at 13 Park Drive, to R-3 Single Family Dwelling. PIN: 23 7 26 0 001 007.016

[3.](#) Resolution 121222 Authorizing Amended the Professional Services Agreement with Raftelis for Sewer Cost Analysis

Authorizing amendment of the Professional Services Agreement with Raftelis for sewer cost of service analysis. Not to exceed \$19,500.

4. Resolution 121222-A Authorizing Professional Services Agreement with InSite Engineering for Sewer I&I Program Contract No 4

Authorizing I&I Reduction Project Contract No 4 - Professional Services Agreement with Insite Engineering for Inflow and Infiltration Reduction Project for the City of Alabaster. Not to exceed \$125,000 - contract 4 - sewer I&I program.

5. Resolution 121222-B Authorizing a Professional Engineering Services Agreement with InSite Engineering LLC - I & I Reduction Program Contract No 3

Authorizing agreement with InSite Engineering for Contract #3 for the Sanitary Sewer I&I Reduction Program for the City of Alabaster, not to exceed \$140,000.

6. Resolution 121222-C Authorizing Agreement with Volkert For MS4 Compliance

Authorizing a contract with Volkert to provide professional services related to new testing and reporting for the MS4 permit in the amount of \$79,900.00.

7. Resolution 121222-D Professional Agreement with CMH for Alabaster Rec Center and Library

Authorization for professional services from CMH Architects for full design, architecture, engineering, bidding and procurement and construction phase services for the Alabaster Recreation Center and Library.

8. Resolution 121222-E Professional Agreement with CMH for Larry Simmons Stadium and Jim "Peanut" Davenport Field

Authorization for professional services from CMH Architects for design and renovations of Larry Simmons Stadium and Jim "Peanut" Davenport Field.

9. Resolution 121222-F Enter Agreement Barge Design Engineering Services for Veterans Park Landscape Design

Authorizing an agreement with Barge Design Engineering Services for landscape design, construction plans and bid documents for Veterans Park in an amount not to exceed \$30,600.

10. Resolution 121222-H IDB Appointments Place 3 and Place 4

Appointing Terrill Lane to Place 3 and Charles Cornelius to Place 4 of the Industrial Development Board with terms expiring December 1, 2027.

11. Resolution 121222-J BZA Appointments Place 4 and Place 5

Appointing Wade Walker to Place 4 and Tommy Ryals to Place 5 to the Alabaster Board of Zoning Adjustment with terms expiring December 1, 2025.

PUBLIC COMMENTS

Please step to the podium and state your name and address for the record.

COUNCIL COMMENTS

WORK SESSION SCHEDULED FOR JANUARY 5, 2023 at 6:00 PM.

ADJOURN MEETING

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting by:

Calling Office Number: 205-664-6800
Or Visit: <http://cityofalabaster.com/397/Americans-with-Disabilities-Act>



MINUTES OF THE WORK SESSION - PRE-MEETING CITY COUNCIL

Council Chambers | 1953 Municipal Way

Alabaster, AL

November 28, 2022

CALL TO ORDER

The City Council assembled at 6:00 PM and the Work Session was called to order with Council President Pro-Temp Greg Farrell presiding.

ROLL CALL

Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate

PRESENT

Council Member - Ward 2 Rick Ellis
 Council Member - Ward 3 Stacy Rakestraw
 Council Member - Ward 4 Greg Farrell
 Council Member - Ward 6 Zach Zahariadis

ABSENT

Council Member - Ward 1 Sophie Martin
 Council Member - Ward 5 Jamie Cole
 Council Member - Ward 7 Kerri Pate

AGENDA ITEMS:

1. *Ordinance 22-171 Amending Schedule Q of the Code of Ordinances

A Public Hearing is set for tonight's Regular City Council Meeting at 7:00 PM, Amending Section 8-41, Schedule "Q" related to calculation of business license for Apartments, Mobile Homes, and Residential Rental Property. Item added to tonight's Regular City Council Agenda.

2. *Ordinance 22-172 Regarding False Statement to Government Employees Under Oath

A Public Hearing is set for tonight's Regular City Council Meeting at 7:00 PM, Creating Section 24-8 of the Alabaster Code of Ordinances (2015). Establishing document authorization, penalties and fines associated with Perjury Before a Public Servant. Item added to tonight's Regular City Council Agenda.

3. *Resolution 112822 Assessing Weed Abatement Cost for 317 Timber Ridge Trail

A Public Hearing is set for tonight's Regular City Council Meeting at 7:00 PM, to assess the cost of weed abatement to 317 Timber Ridge Trail, Alabaster. Item added to tonight's Regular City Council Agenda.

4. *Resolution 112822-A Assessing Weed Abatement Cost for 209 King Arthur Place

A Public Hearing is set for tonight's Regular City Council Meeting at 7:00 PM, to assess the cost of weed abatement to 209 King Arthur Place, Alabaster. Item added to tonight's Regular City Council Agenda.

5. Resolution 112822-B Authorizing Mayor To Sign Contract With Alabama Power Related to Railway and Road Cameras

Review proposal from Alabama Power for Street and Railroad Cameras throughout the City of Alabaster in the amount of \$7,533.33 monthly. Item added to tonight's Regular City Council Agenda.

6. Resolution 112822-C Supporting the Miss Alabama Outstanding Teen Pageant 2023

Review funding request for the 2023 Miss Alabama's Outstanding Teen Pageant to be held at Thompson High School. Item added to tonight's Regular City Council Agenda.

7. Resolution 112822-D Declaring Items within Various Departments as Surplus

Declaring surplus items within various departments within the City of Alabaster. Item added to tonight's Regular City Council Agenda.

8. Resolution 112822-E Awarding Bid for Firehouse No 1 Concrete Parking Pad

Awarding Bid for Firehouse No 1 Concrete Pad project for the Alabaster Fire Department. Item added to tonight's Regular City Council Agenda.

9. Resolution 112822-F Authorizing Use of Proceeds from 2022 Festival of Trees

Approving the usage of designated funds from the Festival of Trees to sponsor local alabaster families for Christmas project through Shelby County Emergency Services in the amount \$3,100.00 Item added to tonight's Regular City Council Agenda.

10. Resolution 112822-G Library Board Appointment

Upon recommendation of the Alabaster Library Board, appointing Amy Pardo to the Alabaster Library Board with a term expiring October 31, 2026. Item added to tonight's Regular City Council Agenda.

Council also briefly discussed other needed Board Appointments and Vacancies that are due in 2022.

11. Resolution 112822-H Authorizing Agreement with Insite Engineering for Southeastern Sewer Expansion

Authorizing an agreement with Insite Engineering design of pump station and force main to serve the Southeast Alabaster Area (Smokey Rd) not to exceed \$83,300. Item added to tonight's Regular City Council Agenda.

12. Consideration to accept the donation of 12.6 acres of land from the Stoney Ridge Development Corp.

Review proposed donation of 12.6 acres of vacant land from the Stoney Ridge Development Corporation. (Resolution 112822-I Authorizing Receipt of Donated Property For Use by the City of Alabaster) Item added to tonight's Regular City Council Agenda.

13. Resolution 112822-J Appointing Board of Director of the PBA

Reappointing John Aaron to Place 1 of the the Board of Directors to the Public Building Authority for the City of Alabaster. Item added to tonight's Regular City Council Agenda.

14. Resolution 112822-K Authorizing Professional Services Agreement with EDG for Amphitheater Land Survey Work

Authorizing an agreement with Engineering Design Group, LLC (EDG) for land survey work needed for the new Amphitheater in an amount not to exceed \$28,000. Item added to tonight's Regular City Council Agenda.

ADJOURNMENT

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 3 Rakestraw. Meeting adjourned at 6:42 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



MINUTES OF THE REGULAR CITY COUNCIL MEETING
Council Chamber | 1953 Municipal Way
Alabaster, AL
November 28, 2022

CALL TO ORDER

The Regular City Council Meeting was called to order at 7:02 PM with Council President Pro-Temp Greg Farrell presiding.

PRAYER / PLEDGE OF ALLEGIANCE

ROLL CALL

Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate

PRESENT

- Council Member - Ward 2 Rick Ellis
- Council Member - Ward 3 Stacy Rakestraw
- Council Member - Ward 4 Greg Farrell
- Council Member - Ward 6 Zach Zahariadis

ABSENT

- Council Member - Ward 1 Sophie Martin
- Council Member - Ward 5 Jamie Cole
- Council Member - Ward 7 Kerri Pate

MINUTES APPROVAL

A. 11-14-2022 Minutes - Regular City Council Meeting

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 6 Zahariadis. Minutes approved.

AGENDA APPROVAL

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 2 Ellis. Agenda approved.

MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

COUNCIL REPORTS

Hearing no objections, Council accepted the following Department Head Council Reports as written:

- B. Library Report - October 2022**
- C. Public Works Monthly Report - October 2022**
- D. AFD Monthly Report - October 2022**
- E. APD Monthly Report - October 2022**
- F. Engineering and Building Monthly Report - October 2022**

AGENDA ITEMS

- * Public Hearing on these Items ** Set Public Hearing on these Items**

1. *Ordinance 22-171 Amending Schedule Q of the Code of Ordinances

A Public Hearing Amending Section 8-41, Schedule "Q" related to calculation of business license for Apartments, Mobile Homes, and Residential Rental Property.

Council President Pro-Temp Greg Farrell opened the Public Hearing and asked if anyone would like to speak in favor of or against said ordinance. No one spoke for or against. Council President Farrell closed the Public Hearing.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 3 Rakestraw. Ordinance adopted.

2. *Ordinance 22-172 Regarding False Statement to Government Employees Under Oath

A Public Hearing Creating Section 24-8 of the Alabaster Code of Ordinances (2015). Establishing document authorization, penalties and fines associated with Perjury Before a Public Servant.

Council President Pro-Temp Greg Farrell opened the Public Hearing and asked if anyone would like to speak in favor of or against said ordinance. No one spoke for or against. Council President Farrell closed the Public Hearing.

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 6 Zahariadis. Ordinance adopted.

3. *Resolution 112822 Assessing Weed Abatement Cost for 317 Timber Ridge Trail

A Public Hearing to assess the cost of weed abatement to 317 Timber Ridge Trail, Alabaster.

Council President Pro-Temp Greg Farrell opened the Public Hearing and asked if anyone would like to speak in favor of or against said resolution. No one spoke for or against. Council President Farrell closed the Public Hearing.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 3 Rakestraw. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

4. *Resolution 112822-A Assessing Weed Abatement Cost for 209 King Arthur Place

A Public Hearing to assess the cost of weed abatement to 209 King Arthur Place, Alabaster.

Council President Pro-Temp Greg Farrell opened the Public Hearing and asked if anyone would like to speak in favor of or against said resolution. No one spoke for or against. Council President Farrell closed the Public Hearing.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 2 Ellis. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

5. Resolution 112822-B Authorizing Mayor To Sign Contract With Alabama Power Related to Railway and Road Cameras

Authorizing Agreement with Alabama Power for Street and Railroad Cameras throughout the City of Alabaster in the amount of \$7,533.33 monthly.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 6 Zahariadis. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

6. Resolution 112822-C Supporting the Miss Alabama Outstanding Teen Pageant 2023

Authorizing a funding request for the 2023 Miss Alabama's Outstanding Teen Pageant to be held at Thompson High School in the amount of \$3,500 plus a one-time lunch for participants and volunteers.

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 2 Ellis. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

7. Resolution 112822-D Declaring Items within Various Departments as Surplus

Declaring surplus items within various departments within the City of Alabaster.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 3 Rakestraw. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

8. Resolution 112822-E Awarding Bid for Firehouse No 1 Concrete Parking Pad

Awarding Bid to Oak Mountain Construction Co. Inc, for Firehouse No 1 Concrete Pad project for the Alabaster Fire Department in the amount of \$76,108.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 6 Zahariadis. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

9. Resolution 112822-F Authorizing Use of Proceeds from 2022 Festival of Trees

Approving the usage of designated funds from the Festival of Trees to sponsor local alabaster families for Christmas project through Shelby County Emergency Services in the amount \$3,100.00

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 6 Zahariadis. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

10. Resolution 112822-G Library Board Appointment

Upon recommendation of the Alabaster Library Board, appointing Amy Pardo to the Alabaster Library Board with a term expiring October 31, 2026.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 2 Ellis. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

11. Resolution 112822-H Authorizing Agreement with Insite Engineering for Southeastern Sewer Expansion

Authorizing an agreement with Insite Engineering design of pump station and force main to serve the Southeast Alabaster Area (Smokey Rd) not to exceed \$83,300.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 3 Rakestraw. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3

Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

12. Resolution 112822-I Authorizing Receipt of Donated Property For Use by the City of Alabaster

Authorizing the Mayor to sign documentation related to the acceptance of a donation of 12.6 acres of vacant land from the Stoney Ridge Development Corporation.

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 2 Ellis. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

13. Resolution 112822-J Appointing Board of Director of the PBA

Reappointing John Aaron to Place 1 of the the Board of Directors to the Public Building Authority for the City of Alabaster.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 3 Rakestraw. Motion carried.

14. Resolution 112822-K Authorizing Professional Services Agreement with EDG for Amphitheater Land Survey Work

Authorizing an agreement with Engineering Design Group, LLC (EDG) for land survey work needed for the new Amphitheater in an amount not to exceed \$28,000.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 6 Zahariadis. Voting Yea: Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 6 Zahariadis Motion carried.

PUBLIC COMMENTS

None

COUNCIL COMMENTS

Council President Pro-Temp Greg Farrell - There are many Christmas events planned for this year, including the Water Tower Lighting celebration and the annual Christmas Parade.

WORK SESSION SCHEDULED FOR DECEMBER 8, 2022.

ADJOURN MEETING

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 2 Ellis. Meeting adjourned at 7:23 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



MINUTES OF THE WORK SESSION CITY COUNCIL

Council Chambers | 1953 Municipal Way

Alabaster, AL

December 08, 2022

CALL TO ORDER

The City Council assembled at 6:07 PM and the Work Session was called to order with Council President Sophie Martin presiding.

ROLL CALL

Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate

PRESENT

Council Member - Ward 1 Sophie Martin

Council Member - Ward 2 Rick Ellis

Council Member - Ward 3 Stacy Rakestraw

Council Member - Ward 4 Greg Farrell

Council Member - Ward 5 Jamie Cole - in at 6:29

ABSENT

Council Member - Ward 6 Zach Zahariadis

Council Member - Ward 7 Kerri Pate

AGENDA ITEMS:

1. October and November Financials

Council review the October and November Financials presented by Finance Director John Haggard.

2. Resolution 121222 Authorizing Amended the Professional Services Agreement with Raftelis for Sewer Cost Analysis

Authorizing amendment of the Professional Services Agreement with Raftelis for sewer cost of service analysis. Not to exceed \$19,500. Item added to Monday's agenda.

3. Resolution 121222-A Authorizing Professional Services Agreement with InSite Engineering for Sewer I&I Program Contract No 4

Authorizing I&I Reduction Project Contract No 4 - Professional Services Agreement with Insite Engineering for the Inflow and Infiltration Reduction Project for the City of Alabaster. Not to exceed \$125,000 - contract 4 - Sewer I&I Program. Item added to Monday's agenda.

4. Resolution 121222-B Authorizing a Professional Engineering Services Agreement with InSite Engineering LLC - I & I Reduction Program Contract No 3

Authorizing agreement with InSite Engineering for Contract #3 for the Sanitary Sewer I&I Reduction Program for the City of Alabaster, not to exceed \$140,000. Item added to Monday's agenda.

5. Resolution 121222-C Authorizing Agreement with Volkert For MS4 Compliance

Authorizing a contract with Volkert to provide professional services related to new testing and reporting for the MS4 permit in the amount of \$79,900.00. Item added to Monday's agenda.

6. Council and Mayor Board Appointments

Council will discuss needed appointments for various boards within the City of Alabaster. Items added to Monday's agenda.

7. Review Agreement with CMH Architects - Alabaster Rec Center

Authorization for professional services agreement from CMH Architects for full design, architecture, engineering, bidding and procurement and construction phase services for the Alabaster Recreation Center and Library. (Resolution 121222-D Professional Agreement with CMH for Alabaster Rec Center and Library) Item added to Monday's agenda.

8. Review Agreement with CMH Architects - Design and Renovation of Larry Simmons Stadium and Jim "Peanut" Davenport Field

Authorization for professional services from CMH Architects for design and renovations of Larry Simmons Stadium and Jim "Peanut" Davenport Field. (Resolution 121222-E Professional Agreement with CMH for Larry Simmons Stadium and Jim "Peanut" Davenport Field) Item added to Monday's agenda.

9. *Ordinance 22-169 An Ordinance to Prezone 13 Park Dr to R-3 Single Family Dwelling

A Public Hearing is set for Monday, December 12, 2022 at 7:00 PM to prezone property of Ronald Davenport Jr., located at 13 Park Drive, to R-3 Single Family Dwelling. PIN: 23 7 26 0 001 007.016 Item added to Monday's agenda.

10. *Ordinance 22-170 An Ordinance to Annex 13 Park Dr into the City

A Public Hearing is set for Monday, December 12, 2022 at 7:00 PM to annex property of Ronald Davenport Jr., located at 13 Park Drive, to R-3 Single Family Dwelling. PIN: 23 7 26 0 001 007.016 Item added to Monday's agenda.

ADJOURNMENT

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 2 Ellis. Meeting adjourned at 8:07 PM.

J. Mark Frey, City Clerk

Sophie Martin, Council President



RESOLUTION 121222-G

AFFIRMING THE MAYOR’S APPOINTMENT OF MEMBERS TO THE ALABASTER BEAUTIFICATION BOARD AND SETTING TERMS THEREOF

WHEREAS: the Mayor of the City of Alabaster must periodically make appointments to the Alabaster Beautification Board; and,

WHEREAS, Ordinance 14-010 states the Beautification Board shall consist of any number of members as from time to time are appointed by the Mayor; provided that the membership shall not be less than six (6) nor more than twelve (12) persons, divided equally between place A, place B and place C, no place having less than two nor more than four members; and,

WHEREAS, the term of appointment runs annual from December 1 thru November 30 for a 3 year period, and shall continue to serve until their replacement is appointed and seated, said terms being staggered between Place A, B and C.

WHEREAS, the current board is comprised of the following members who serve until the term expires or a replacement is found;

Appointee	Place	Term Expiring
Donna Morris	A	12/01/23
Loretta Barber	A	12/01/23
OPEN	A	12/01/23
OPEN	B	12/01/21
Randi Dicus	B	12/01/24
Sheriee Porter	C	12/01/22
Marie Jordan	C	12/01/22

NOW, THEREFORE, I, Scott Brakefield, Mayor of the City of Alabaster do hereby appoint the following members and terms.

Section 1. The following person(s) are hereby APPOINTED to the Alabaster Beautification Board and term corresponding thereto:

Appointee	Place	Term Expiring
Donna Morris	A	12/01/23
Loretta Barber	A	12/01/23
Amanda Pearce	A	12/01/23
Debbie Streets	B	12/01/24
Randi Dicus	B	12/01/24
Sheriee Porter	C	12/01/25
Marie Jordan	C	12/01/25

Section 2. This Appointment shall be effective as of the date of this pronouncement.

AFFIRMING MAYORS’ APPOINTMENT THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

APPROVED:

J. Mark Frey, City Clerk

Scott Brakefield, Mayor

RESOLUTION 121222-I

PLANNING AND ZONING COMMISSION APPOINTMENTS **(Ala. Code §11-52-3)**

- A minimum of nine members, comprised of two groups:
 - 3 Members serve terms coinciding with mayor/council terms. (a) Mayor or designee, (b) administrative appointment of the mayor, and (c) council representative)
 - 6 Members appointed to six- year terms, one term expiring each year
- All are appointed by the Mayor, except the council member who is appointed by the council.
- Six Years Terms end on December 1.

General Appointments (Six Year Terms)

Place	Name (<i>Date Last Appt</i>)	Term Beginning	Term Ends	Notes
1	Mike Allen	12/1/2017	12/1/2023	Appt 04/15/19
2	Calvin Rumph	12/1/2022	12/1/2028	Appt 12/12/22
3	Tommy Ryals	12/1/2022	12/1/2027	Appt 12/12/22
4	Alan Tanner	12/1/2020	12/1/2026	Appt 06/27/22
5	Larry Crawley	12/1/2019	12/1/2025	Appt 09/27/21
6	Terrill Lane	12/1/2018	12/1/2024	Appt 09/27/21

Term of Mayor/Council Appointments (Maximum Four-Year Terms)

A	Brian Binzer (Mayor's Designee)	11/16/2020	11/2/2025	Appt 04/26/21
B	Thomas Lamb (Administrative)	11/16/2020	11/2/2025	Appt 09/27/21
C	Kerri Pate (Council Member)	11/16/2020	11/2/2025	Appt 04/26/21

NOW, THEREFORE, I, Scott Brakefield, Mayor of the City of Alabaster do hereby appoint the following members to Places 2 and Place 3:

Calvin Rumph appointed to **Place 2** of the Planning & Zoning Commission with term ending December 1, 2028.

Tommy Ryals appointed to **Place 3** of the Planning & Zoning Commission with term ending December 1, 2027.

Appointment shall be effective as of the date of this pronouncement.

APPOINTED THIS 12TH DAY OF DECEMBER 2022.

APPROVED:

 Scott Brakefield, Mayor



Albert L. Scott Library

NOVEMBER 2022 Metrics

Print & Non-Print Circulation	.40 YTD Turn Over Rate
New Cards Issued	73
Programs Held	23
Program Attendance	300

Item #F.

NOVEMBER Highlights:



Reference Librarian Candice Murdock led an outreach program at the Senior Center, where she brought supplies for participants to make a holiday hanging door sign. All wooden components (snowman, circle base, letters) were made in the library's Makerspace using the laser cutter! Elise McCurdy of the Senior Center reported: "Thank you so much for today. Everyone had such a great time!"



Welcoming our new storyteller and Youth Assistant!

December Events:

Dolores Hydock: Christmas Gift! Dec 11 @ 2 PM Storyteller Dolores Hydock performs a holiday showcase.

Hot Cocoa Tailgate Dec 13 @ 4 PM Sample various flavors of hot cocoa from decorated stations in the parking lot.

Mr. Larry Magic: The Magic of Christmas Dec 13 @ 6 PM Magician Larry Magic performs a holiday themed show.

Mail your letters to Santa at the Circulation Desk!

Santa will receive your letter if mailed by Dec 22!

Tune in to the Facebook Livestream Dec 7 for a special visit from the North!

COLLECTIONS		Monthly Grand Total Circulation	16,630
		YTD Turnover	0.40
Physical Circulation	Adult Non-Print		1,130
	Juvenile Non-Print		424
	Young Adult Non-Print		-
	Adult Print		5,066
	Juvenile Print		3,674
	Young Adult Print		176
	Total Print & Non-Print Circulation		10,470
Digital Circulation	Camelia Net		4,899
	Camelia Net Advantage		56
	Hoopla		858
	Total Digital Circulation		5,813
Collection Changes	Books Added		535
	Books Withdrawn		481
	Media Added		57
	Media Withdrawn		81

PATRONAGE		73
	New	44
	Replacement	29

PROGRAMMING		Programs	Attendance
		23	300
	Adult	9	80
	Preschool	2	13
	Juvenile	7	131
	YA	1	0
	Outreach	4	76

USAGE OF SERVICES		
Facility	Door Count	3,773
	In Library Use	532
	Meeting Room Use	1
	Curbside Pick-Up	2
Computer Center	Computer Use	347
	Wi-Fi Use	8,683
Reference	Reference Questions	358
	Directional Questions	434
	Total	792
Reciprocal Borrowing	Loaned In County	505
	Borrowed In County	311
	Loaned Out County	-
	Borrowed Out County	7
Volunteer Service	Friends of the Library	8.00
	Childrens Dept	-
	Adult Dept	11.00
	Volunteer Total	19.00

Scott Brakefield
Mayor

John Haggard
Treasurer



Brian Binzer
City Administrator

J. Mark Frey
City Clerk

Public Works Department

Mark Harris, Director

November 2022 Monthly report

134 hauls 1103 tons- Household Trash

32 hauls 340 tons- wood waste type debris

October junk first Monday- 108 stops 23 hauls 37 tons

Recycle- 6.4 tons w/ 28% contamination- 2 loads to Recycle center

61 bags trash removed from various highways throughout city

Bi-monthly sweeping program completed- Hwy 119 and Hwy 31

Bi-monthly litter removal 5.6 cubic yards litter

Alabaster Fire Department Activity Report



November 2022

Timothy J. Love
Fire Chief

November 2022 Activity Report

Operations Division

Total Incidents for Month: 358

Incidents by Zone:

Firehouse 1: 111
 Firehouse 2: 121
 Firehouse 3: 118
 Out of City : 8

Incident Types:

Fire/Non-EMS: 154
 EMS: 204

Incidents

Incidents January 1-November 30, 2022: 3875 (+63)
 Incidents January 1-November 30, 2021: 3812

Apparatus Responses

Total Unit Responses September 1-30, 2022: 450

Engine 11	110
Engine 12	111
Engine 13	122
Batt 10	99

Property Saved

Property Saved January 1-November 30, 2022: \$1,548,294.00

Ambulance Transports

November 1-30, 2022: 117 Patients
 January 1 – November 30, 2022: Patients 1770 (+97)
 January 1 – November 30, 2021: Patients 1673

Community Outreach:

7	Blood pressures taken at firehouses	0	Firehouse tours given
2	Child safety seats installed	0	Smoke alarm installed
2	Community events attended	0	Smoke alarm batteries changed
0	Community Risk Reduction classes		
2	EMS stand-by for events in City		

Logistics Division

Training:

November 1-30, 2022, 1936 Staff hours
 January 1- November 30, 2022: 24,715 Staff hours
 January 1- November 30, 2021: 26,136 Staff hours

1 Person received RT Wilderness Rescue certification at the Alabama Fire College
 1 Person received Fire Investigator II certification at the Alabama Fire College
 4 Personnel received RT Vehicle Extrication certification at the Alabama Fire College
 9 Personnel attended Hotel HOT training professional development in Vestavia Hills hosted by CAFCA

Alabaster Police Department Monthly Activity Report

November 2022

PATROL DIVISION

<u>1771</u>	Police Events	<u>71</u>	Assist Other Agency
<u>102</u>	Traffic Accidents Requiring Report	<u>142</u>	Assist Citizen
<u>273</u>	Traffic Stops	<u>64</u>	Animal Complaints
<u>71</u>	Traffic Citations (UTC'S)	<u>0</u>	Animals Picked Up
<u>205</u>	Traffic Warnings	<u>59</u>	CEU Hours
<u>51</u>	On View Arrest		
<u>37</u>	Warrant Arrest		
<u>13</u>	Drug Arrest	<u>779</u>	Business Checks Performed
<u>5</u>	Juvenile Arrest	<u>320</u>	Patrol Requests & Neighborhood
<u>3</u>	Domestic Violence Arrest		Checks Performed

Chief Curtis Rigney

Reports Requiring Investigation And/Or Action by CID

November 2022

<u>0</u>	Arson	<u>1</u>	Menacing
<u>0</u>	Assault	<u>0</u>	Murder
<u>1</u>	Burglary	<u>0</u>	Obstruction of Justice
<u>1</u>	Criminal Mischief	<u>0</u>	Rape
<u>0</u>	Domestic Violence	<u>0</u>	Receiving Stolen Property
<u>0</u>	Escape	<u>1</u>	Robbery
<u>0</u>	Forgery/PFI	<u>12</u>	Unlawful B&E of Vehicle
<u>2</u>	Fraud. Use Credit Card	<u>0</u>	Unauth. Use of Vehicle
<u>0</u>	Harassment	<u>1</u>	Sex Crimes
<u>3</u>	Identity Theft	<u>0</u>	Terrorist Threats
<u>2</u>	Juvenile Runaway	<u>15</u>	Theft of Property
<u>26</u>	Felony Warrants Obtained	<u>32</u>	Felony Cases Assigned
<u>8</u>	Misd. Warrants Obtained	<u>3</u>	Misd. Cases Assigned
<u>1</u>	Juvenile Petitions Obtained	<u>44</u>	Total Cases Assigned
<u>0</u>	CID Arrests		
<u>1</u>	CID Juvenile Arrests	<u>52</u>	Cases Closed

COMMERCIAL VEHICLE INSPECTIONS

November 2022

<u>0</u>	Inspections of CMVE
<u>0</u>	Violations Found
<u>0</u>	Out of Service Trucks
<u>0</u>	UTCs



ENGINEERING AND BUILDING SERVICES



MONTHLY REPORT

November 2022

CITY OF ALABASTER
Department of Engineering and Building

Permits Issued

November 2022

Permit Type	# Permits	Valuation	Permit Cost
New Homes		.00	.00
Commercial Buildings	3	403,464.00	5,907.90
Residential add/remodel	9	169,675.00	2,514.63
Commercial add/remodel	2	50,056.00	850.54
Swimming Pools		.00	.00
Electrical	18	103,462.00	2,248.72
Mobile Homes		.00	.00
Signs	5	43,954.00	398.95
PZBZA Fees	3	.00	110.00
Inspection Permits	2	.00	100.00
Plumbing	9	63,132.00	1,134.02
Demolition		.00	.00
Gas	4	9,800.00	410.30
Land Clearing	4	.00	200.02
Mechanical	16	147,951.00	2,182.72
Sewer Tap Fees	1	.00	3,500.00
Plan Review		.00	.00
Totals	76	991,494.00	19,557.80

CITY OF ALABASTER
Department of Engineering and Building

Permits Issued

January - November 2022

Permit Type	# Permits	Valuation	Permit Cost
New Homes	65	27,649,347.42	339,494.39
Commercial Buildings	10	8,781,479.00	53,818.28
Residential add/remodel	122	3,019,853.07	40,603.59
Commercial add/remodel	42	17,137,324.24	176,492.39
Swimming Pools	14	732,164.00	7,313.19
Electrical	221	4,393,933.28	47,776.99
Mobile Homes	2	.00	150.00
Signs	41	347,500.87	3,014.14
PZBZA Fees	56	.00	18,349.39
Inspection Permits	23	.00	1,100.01
Plumbing	171	2,604,121.70	33,208.46
Demolition	12	105,200.00	1,759.20
Gas	75	147,007.00	7,885.50
Land Clearing	123	.00	19,375.03
Mechanical	140	3,740,363.00	31,779.35
Sewer Tap Fees	60	.00	211,250.00
Plan Review	2	.00	100.00
Totals	1,179	68,658,293.58	993,469.91

CITY OF ALABASTER

Department of Engineering and Building

Permits Issued

Yearly Comparison

Permit Type	January - November 2021			January - November 2022		
	# Permits	Valuation	Permit Cost	# Permits	Valuation	Permit Cost
New Homes	50	18,563,802.12	237,656.44	65	27,649,347.42	339,494.39
Commercial Buildings	12	51,167,567.00	308,426.09	10	8,781,479.00	53,818.28
Residential add/remodel	135	2,930,733.15	37,856.21	122	3,019,853.07	40,603.59
Commercial add/remodel	39	7,763,399.72	78,434.82	42	17,137,324.24	176,492.39
Swimming Pools	23	922,837.00	9,607.22	14	732,164.00	7,313.19
Electrical	200	9,206,119.81	82,427.00	221	4,393,933.28	47,776.99
Mobile Homes	2	.00	150.00	2	.00	150.00
Signs	55	422,872.08	6,515.76	41	347,500.87	3,014.14
PZBZA Fees	7	.00	2,890.88	56	.00	18,349.39
Inspection Permits	20	.00	1,025.00	23	.00	1,100.01
Plumbing	118	2,192,139.31	20,987.50	171	2,604,121.70	33,208.46
Demolition	15	108,332.01	1,842.34	12	105,200.00	1,759.20
Gas	66	132,854.00	6,735.11	75	147,007.00	7,885.50
Land Clearing	114	.02	17,300.04	123	.00	19,375.03
Mechanical	99	7,214,593.63	66,945.58	140	3,740,363.00	31,779.35
Sewer Tap Fees	46	.00	184,000.00	60	.00	211,250.00
Plan Review		.00	.00	2	.00	100.00
Totals	1,001	100,625,249.85	1,062,799.99	1,179	68,658,293.58	993,469.91

Having previously been introduced on November 14, 2022, Council Member _____ introduced the following Ordinance which was seconded by Council Member _____.

Item #1.



ORDINANCE 22-169

AN ORDINANCE TO PREZONE PROPERTY RONALD S. DAVENPORT, JR. LOCATED AT 13 PARK DRIVE TO R-3 (SINGLE FAMILY RESIDENTIAL)

**THE PUBLIC GOOD REQUIRING IT, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF ALABASTER, ALABAMA AS FOLLOWS:**

WHEREAS, on October 3, 2022, **Ronald S. Davenport, Jr.** did file with the City Planner a petition asking that should said tract or parcel of land, located at 13 Park Drive, be annexed to, and become a part of the City of Alabaster, Alabama; then such property be pre-zoned to B-3 District pursuant to Ala. Code § 11-52-85.

WHEREAS, the Planning and Zoning Commission held a public hearing on this matter on October 25, 2022, and did recommend to the Council that said property be zoned to R-3 District without condition should same be annexed.

WHEREAS, said property is identified as:

Lot 31, according to the Survey of Park Forest Subdivision First Sector, as recorded in Map Book 7, Page 155, in the Probate Office of Shelby County, Alabama

That this proposed Ordinance was advertised for two (2) weeks in the Shelby County Reporter, a newspaper of general circulation within the City Limits of the City of Alabaster as required by law, and that the City Council of the City of Alabaster, at its Public Hearing on December 12, 2022 at 7:00 p.m., considered said proposed Ordinance and that at such time and place all persons who desired had an opportunity to be heard in favor of or in opposition to such Ordinance.

THEREFOR, Be it Ordained that the Zoning Ordinance of the City of Alabaster, Alabama and the zoning map adopted therewith, is hereby amended to pre-zone the parcels of property recited herein to show that immediately upon annexation into the City of Alabaster said property shall be zoned to R-3 District.

All other items and provisions of the Zoning Ordinance of the City of Alabaster not herein specifically amended shall remain in full force and effect.

This Ordinance shall become effective upon its passage and execution as provided by law.

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



ORDINANCE 22-170

AN ORDINANCE TO ALTER AND REARRANGE THE CORPORATE LIMITS OF THE CITY OF ALABASTER, ALABAMA BY ANNEXING 13 PARK DRIVE

WHEREAS, on October 3, 2022, **Ronald S. Davenport, Jr.** did file with the City Planner a petition asking that said tracts or parcels of land, located at 13 Park Drive, be annexed to and become a part of the City of Alabaster, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Alabaster; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed into the City of Alabaster and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ALABASTER, ALABAMA, AS FOLLOWS:

Section 1. The Council of the City of Alabaster, Alabama, finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Alabaster, Alabama.

Section 2. The boundary lines of the City of Alabaster, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory hereto before encompassed by the corporate limits of the City of Alabaster, Alabama, and in addition thereto the following described territory, to-wit:

Lot 31, according to the Survey of Park Forest Subdivision First Sector, as recorded in Map Book 7, Page 155, in the Probate Office of Shelby County, Alabama

Section 3. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified petition of the property owners, shall be filed with the Probate Judge of Shelby County, Alabama.

Section 4. The territory has been pre-zoned as R-3 (Single Family Residential) District and subject to all uses of the property consistent with its use in the county prior to its annexation shall be allowed until said property is rezoned pursuant to the laws of the State of Alabama and the Zoning Ordinance of the City of Alabaster, Alabama.

Section 5. The territory is hereby assigned to **Ward 6** for purposes of municipal elections.

Section 6. The territory described in this ordinance shall become a part of the corporate limits of Alabaster, Alabama, upon passage and adoption by the City Council of the City of Alabaster, Alabama and the publication of this ordinance as set forth in Section 3, above.

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

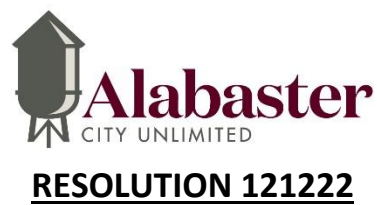
CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



**A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH
RAFTELIS FINANCIAL CONSULTANTS, INC
RELATING TO A FINANCIAL FORCAST FOR THE SEWER DEPARTMENT**

WHEREAS, the City Council of the City of Alabaster have determined that it is both wise and expedient to enter an agreement with **Raftelis Financial Consultants, Inc.**; and

WHEREAS, the City of Alabaster previously entered an agreement with Raftelis Financial Consultants, with Resolution 022221-C, to prepare a sewer cost of service study for the City of Alabaster; and

WHEREAS, due to unforeseen changes to the cities CPI calculation, increased expenses and additional capital funding for sewer projects, additional information is needed for analysis including:

- Update of the financial forecast and annual sewer rate adjustments taking into account the new Fiscal Year (FY) 2023 O&M expenses, new sewer bond issue by the City, and updated six-year capital improvement plan (CIP)
- Review and update the proposed FY 2022 “revenue neutral” sewer rate structure that was proposed in the March 2022 draft report
- Update of the tap-on fees which are a miscellaneous revenue to the City. Fee will be revised to incorporate any new recent and local cost data
- Update of the new system development fee charged to new development. Fee will be revised to incorporate current fixed assets and new CIP provided by staff
- Modifications to the cost-of-service study report
- Conference call to review draft report

; and

WHEREAS, the amount of this professional agreement will not to exceed **\$19,500**.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

The City Council authorizes Mayor Scott Brakefield to enter into an agreement with Raftelis Financial Consultants, Inc. to prepare a sewer cost of service study for the City of Alabaster at a cost of \$19,500 and City Clerk Mark Frey is authorized and directed to attest any related, and necessary documents on behalf of the City for said purchases.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.



RESOLUTION 121222-A

A RESOLUTION TO ENTER INTO A CONTRACTUAL AGREEMENT WITH INSITE ENGINEERING LLC
PROFESSIONAL ENGINEERING SERVICES
ALABASTER INFLOW AND INFILTRATION (I & I) REDUCTION PROGRAM
CONTRACT #4

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter a contractual agreement with InSite Engineering, LLC for Sanitary Sewer System Inflow and Infiltration (I&I) Reduction Program with Contract #4; and

WHEREAS, said I&I Reduction Project – Contract #4 will include the following:

- Field Review, Design, Specifications for Rehabilitation \$78,500
- Bidding and Contracting Period Services \$3,000
- Construction Administration and Inspection Services For up to 90 Days (3.5 months of Construction) \$40,000
- Reimbursable Expenses: Printing, Plotting, Mileage, Etc. \$3,500

Total Contract Amount	\$125,000
-----------------------	-----------

and,

WHEREAS, the agreement (Exhibit “A”) will be provided at a cost not exceed \$125,000 which will be taken from the Sewer Fund.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
and
Issued and Published Jointly by



National Society of
Professional Engineers®



American Society
of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
AMERICAN COUNCIL OF ENGINEERING COMPANIES
AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR
Contract #4
Sanitary Sewer System I & I Reduction
Program Rehabilitation

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
The City of Alabaster, Alabama _____ ("Owner")
and Insite Engineering LLC _____ ("Engineer")
Contract #4, Sanitary Sewer System I
& I Reduction Rehabilitation _____ ("Project").
Engineer agrees to provide the services described below to Owner for

Description of Engineer's Services: Work will include necessary field survey verification, design of new or rehabilitation
sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration
Issues. Design will include sewer liners, sewer manhole replacement and rehabilitation, point repairs,
remediation, etc. Includes bidding and contracting period services, Construction Administration with resident observation and
inspection services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

2 of 4
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.


H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

9.01 Payment (Lump Sum Basis)

A.			
1.	A Lump Sum amount of \$	78,500	Field Review, Design, Specifications for Rehabilitation
2.	A Lump Sum amount of \$	3,000	Bidding and Contracting Period Services.
3.	A Lump Sum amount of \$	40,000	Construction Administration and Inspection Services For up to 90 Days (3.5 months of Construction)
4.	A hourly amount no to exceed \$	3,500	Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
	Easements if Required will be billed at our Standard Hourly Rates		
	Total Contract Amount \$	125,000	
B.			

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	City of Alabaster, Alabama	ENGINEER:	InSite Engineering, LLC
By:		By:	
Title:		Title:	President
Date Signed:		Date Signed:	11/11/22
		License or Certificate No. and State	CA #2736 E
Address for giving notices:		Address for giving notices:	
			5800 Feldspar Way
			Hoover, Alabama 35244

4 of 4
(Lump Sum Basis)
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.



SCHEDULE OF FEES

Professional and Technical Services

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered. Legal preparation and testimony are billed at two times these rates. Rates are subject to be updated once annually.

Classification	Rate/Hour
Principal Engineer	\$165.00
Sr. Professional Engineer	\$140.00
Professional Engineer	\$110.00
Engineer Intern	\$90.00
GIS/IT Engineer	\$125.00
GIS/IT Technician	\$90.00
Sr. Civil Designer	\$125.00
Civil Designer	\$95.00
CADD Technician	\$70.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$65.00
Student Intern	\$50.00

Reimbursable Expenses	Rate/Hour
Automobile Travel	Current IRS Rate
Other travel and subsistence expenses	Cost + 15%
Subconsultant Services	Cost + 15%
Agency Review Fees	Cost + 15%
Outside Printing and Plotting Fees	Cost + 15%
Other Reimbursable Expenses	Cost + 15%

In-House Printing and Plotting Fees:	
24" x 36" Black and White Prints/Plots	\$2.00/sheet
12" x 18" Black and White Prints/Plots	\$1.00/sheet
8.5" x 11" Black and White Prints/Plots	\$0.10/page
24" x 36" Color Prints/Plots	\$16.00/sheet
12" x 18" Color Prints/Plots	\$8.00/sheet
8.5" x 11" Color Prints/Plots	\$0.45/page
Large Format Scanning	\$3.25/sheet
Small Format Scanning	\$1.00/page

Effective January 1, 2022
(Replaces Schedule of Fees dated January 1, 2021)

APPENDIX 2
to
EJCDC E-520 Short Form of Agreement
Between Owner and Engineer
for Professional Services

DETAILED SCOPE OF WORK:

1. This is an Exhibit attached to and made a part of the EJCDC E-520 Short Form of Agreement Between Owner (City of Alabaster) and Engineer (Insite Engineering, LLC) for Professional Services.
2. The ENGINEER shall perform professional services only as hereinafter stated. Professional services other than those stated hereinafter shall be considered as Extra Services and shall entitle the ENGINEER to additional compensation.
3. Design Period Services (Lump Sum)

Field Survey Verification

Once the project areas have been chosen, the utility locates will be requested. Upon the areas being marked a field inspection of the area will be performed. All necessary items for survey will be obtained and utilized to prepare the design drawings.

Design Drawings and Specifications

The scope of the work will be finalized and determined utilizing the combined database of items found during the CCTV, Cleaning, Owner Input, and Smoke Testing Process. Contract #4 will be designed to be as close to a \$1,200,000 construction contract as possible.

This will be an additional step in the City of Alabaster I & I Reduction Program Rehabilitation Work. Multiple contracts and phases will be required to complete all necessary repairs on the Sanitary Sewer System.

Multiple Phases of this area may be required. Plans and Specifications for this phase may include the following:

- Replacement of necessary structurally deteriorated or damage sewer lines on the sewer
- Replacement of necessary structurally deteriorated manholes on the sewer
- Limited lining of necessary major leaking sewer lines on the sewer
- Rehabilitation of necessary leaking manholes on the sewer
- Point repairs of broken / clogged lines on the sewer
- Manhole grade adjustment on the sewer
- Other necessary rehabilitation methods as required

Assistance Required from Alabaster

In order to keep the cost as low as possible for the City of Alabaster and to extend the funds available for future I & I rehabilitation work, the following items will need to be provided by the City of Calera:

1. Assistance is utility locations
2. Any covered, stuck, or buried manholes will need to be opened and/or exposed n that were previously inspected
3. Any clearing, grubbing, etc. as required to reach areas inaccessible to the survey crew
4. Verification of line sizes
5. Possible unknown utility relocation if found during construction. (Gas / Water / Etc.)

4. Bidding and Contracting Period Services (Lump Sum)

- A. During the Bid Period, the ENGINEER shall:
- i. Prepare an Advertisement for Bids in accordance with the Public Works Bid Law of the State of Alabama.
 - ii. Copy and distribute plans to interested Bidders on behalf of the Owner.
 - iii. Host a pre-bid meeting at the Owner's facility, If Required.
 - iv. Respond to questions from Bidders and issue formal addenda, if required.
 - v. Host a public bid opening at the Owner's facility.
 - vi. Prepare a Certified Bid Tabulation of all bids received.
 - vii. Make a written Recommendation of Award to the Owner.
 - viii. Prepare contracts for execution for by Owner and Contractor

5. Construction Period and Resident Observation Services (Lump Sum – 90 Day Construction Period)

- A. During the Construction Period, the ENGINEER shall:
- i. Prepare Contract Documents in triplicate for execution by all parties.
 - ii. Attend pre-construction meetings.
 - iii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.

- iv. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
- v. Provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
- vi. Provide resident project observation as required..
- vii. Prepare as-built drawings based on contractor mark-ups.
- viii. The fee does NOT include construction management of multiple contracts or contractors, construction staking, safety on the project site, or approval of Contractor's means and methods of construction.

6. Reimbursable Expenses

Reimbursable expenses are billed at actual cost plus 15%. The estimated cost specified includes plotting, printing, mileage (at the current IRS rate), overnight mail, and courier services.

7. Additional Services

All OWNER requested additional services may be conducted under our normal standard hourly rates unless a specific project, owner request, or need arises for a fixed cost. These services may include easement acquisition, public meetings, coordination of utility relocations, etc.



RESOLUTION 121222-B

**A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT
WITH INSITE ENGINEERING LLC
FOR ALABASTER INFLOW AND INFILTRATION (I & I) REDUCTION PROGRAM
CONTRACT #3**

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter a professional services agreement with InSite Engineering, LLC for Inflow and Infiltration (I&I) Reduction Program - Contract #3; and

WHEREAS, said I&I Reduction Project is progressing as planned and continues the progression of leak indication for this project; and

WHEREAS, Contract #3 will include the following:

- Necessary field survey verification, design of new or rehabilitation sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration Issues.
- Design will include trunk sewer liners, trunks sewer manhole replacement and rehabilitation, point repairs, wet well remediation, etc.
- Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

and;

WHEREAS, Contract #3 will not exceed **\$140,000** agreement (see attached Exhibit “A”) and will be paid from the Sewer Fund.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR

Contract #3

**Sanitary Sewer System I & I Reduction
Program Rehabilitation**

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
The City of Alabaster, Alabama (“Owner”) and Insite Engineering LLC (“Engineer”) Engineer agrees to provide the services described below to Owner for Contract #3, Sanitary Sewer System I & I Reduction Rehabilitation (“Project”).

Description of Engineer’s Services: Work will include necessary field survey verification, design of new or rehabilitation sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration issues. Design will include trunk sewer liners, trunks sewer manhole replacement and rehabilitation, point repairs, wet well remediation, etc. Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

1 of 4
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

2 of 4
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

- For cause,
 - By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - By Engineer:
 - upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
 - upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.
 - Engineer shall have no liability to Owner on account of such termination.

B. Engineer shall not at any time supervise, direct, or have control over any contractor’s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor’s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor’s work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor’s agents or employees or any other persons (except Engineer’s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.

H. The parties acknowledge that Engineer’s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.


3 of 4
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

9.01 Payment (Lump Sum Basis)

A.			
1.	A Lump Sum amount of \$	88,500	Field Review, Design, Specifications for Rehabilitation
2.	A Lump Sum amount of \$	3,000	Bidding and Contracting Period Services.
3.	A Lump Sum amount of \$	45,000	Construction Administration and Inspection Services For up to 90 Days (3 months of Construction)
4.	A hourly amount no to exceed \$	3,500	Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
	Easements if Required will be billed at our Standard Hourly Rates		
	Total Contract Amount \$	140,000	
B.			

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY
DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY
GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM
OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	City of Alabaster, Alabama	ENGINEER:	InSite Engineering, LLC
By:	<div></div>	By:	<div></div>
Title:	<div></div>	Title:	President
Date Signed:	<div></div>	Date Signed:	10/25/22
		License or Certificate No. and State	CA #2736 E
Address for giving notices:	<div></div>	Address for giving notices:	<div></div>
			5800 Feldspar Way
			Hoover, Alabama 35244



SCHEDULE OF FEES

Professional and Technical Services
The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered. Legal preparation and testimony are billed at two times these rates. Rates are subject to be updated once annually.

Classification	Rate/Hour
Principal Engineer	\$165.00
Sr. Professional Engineer	\$140.00
Professional Engineer	\$110.00
Engineer Intern	\$90.00
GIS/IT Engineer	\$125.00
GIS/IT Technician	\$90.00
Sr. Civil Designer	\$125.00
Civil Designer	\$95.00
CADD Technician	\$70.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$65.00
Student Intern	\$50.00

Reimbursable Expenses	Rate/Hour
Automobile Travel	Current IRS Rate
Other travel and subsistence expenses	Cost + 15%
Subconsultant Services	Cost + 15%
Agency Review Fees	Cost + 15%
Outside Printing and Plotting Fees	Cost + 15%
Other Reimbursable Expenses	Cost + 15%

In-House Printing and Plotting Fees:	
24" x 36" Black and White Prints/Plots	\$2.00/sheet
12" x 18" Black and White Prints/Plots	\$1.00/sheet
8.5" x 11" Black and White Prints/Plots	\$0.10/page
24" x 36" Color Prints/Plots	\$16.00/sheet
12" x 18" Color Prints/Plots	\$8.00/sheet
8.5" x 11" Color Prints/Plots	\$0.45/page
Large Format Scanning	\$3.25/sheet
Small Format Scanning	\$1.00/page

Effective January 1, 2022
(Replaces Schedule of Fees dated January 1, 2021)

APPENDIX 2
to
EJCDC E-520 Short Form of Agreement
Between Owner and Engineer
for Professional Services

DETAILED SCOPE OF WORK:

1. This is an Exhibit attached to and made a part of the EJCDC E-520 Short Form of Agreement Between Owner (City of Alabaster) and Engineer (Insite Engineering, LLC) for Professional Services.
2. The ENGINEER shall perform professional services only as hereinafter stated. Professional services other than those stated hereinafter shall be considered as Extra Services and shall entitle the ENGINEER to additional compensation.
3. Design Period Services (Lump Sum)

Field Survey Verification

Once the project areas have been chosen, the utility locates will be requested. Upon the areas being marked a field inspection of the area will be performed. All necessary items for survey will be obtained and utilized to prepare the design drawings.

Design Drawings and Specifications

The scope of the work will be finalized and determined utilizing the combined database of items found during the CCTV, Cleaning, Owner Input, and Smoke Testing Process. Contract #3 will be designed to be as close to a \$1,500,000 construction contract as possible.

This will be an additional step in the City of Alabaster I & I Reduction Program Rehabilitation Work. Multiple contracts and phases will be required to complete all necessary repairs on the Sanitary Sewer System.

- Multiple Phases of this area may be required. Plans and Specifications for this phase may include the following:
- Replacement of necessary structurally deteriorated or damage sewer lines on the trunk sewer
 - Replacement of necessary structurally deteriorated manholes on the trunk sewer
 - Limited lining of necessary major leaking sewer lines on the trunk sewer
 - Rehabilitation of necessary leaking manholes on the trunk sewer
 - Point repairs of broken / clogged lines on the trunk sewer
 - Manhole grade adjustment on the trunk sewer
 - Wet well review and rehabilitation as necessary
 - Other necessary rehabilitation methods as required

Assistance Required from Alabaster

In order to keep the cost as low as possible for the City of Alabaster and to extend the funds available for future I & I rehabilitation work, the following items will need to be provided by the City of Calera:

1. Assistance is utility locations
 2. Any covered, stuck, or buried manholes will need to be opened and/or exposed n that were previously inspected
 3. Any clearing, grubbing, etc. as required to reach areas inaccessible to the survey crew
 4. Verification of line sizes
 5. Possible unknown utility relocation if found during construction. (Gas / Water / Etc.)
4. Bidding and Contracting Period Services (Lump Sum)
- A. During the Bid Period, the ENGINEER shall:
- i. Prepare an Advertisement for Bids in accordance with the Public Works Bid Law of the State of Alabama.
 - ii. Copy and distribute plans to interested Bidders on behalf of the Owner.
 - iii. Host a pre-bid meeting at the Owner's facility, If Required.
 - iv. Respond to questions from Bidders and issue formal addenda, if required.
 - v. Host a public bid opening at the Owner's facility.
 - vi. Prepare a Certified Bid Tabulation of all bids received.
 - vii. Make a written Recommendation of Award to the Owner.
 - viii. Prepare contracts for execution for by Owner and Contractor
5. Construction Period and Resident Observation Services (Lump Sum – 90 Day Construction Period)
- A. During the Construction Period, the ENGINEER shall:
- i. Prepare Contract Documents in triplicate for execution by all parties.
 - ii. Attend pre-construction meetings.
 - iii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.
 - iv. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
 - v. Provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
 - vi. Provide resident project observation as required..
 - vii. Prepare as-built drawings based on contractor mark-ups.
 - viii. The fee does NOT include construction management of multiple contracts or contractors, construction staking, safety on the project site, or approval of Contractor's means and methods of construction.
6. Reimbursable Expenses
- Reimbursable expenses are billed at actual cost plus 15%. The estimated cost specified includes plotting, printing, mileage (at the current IRS rate), overnight mail, and courier services.
7. Additional Services
- All OWNER requested additional services may be conducted under our normal standard hourly rates unless a specific project, owner request, or need arises for a fixed cost. These services may include easement acquisition, public meetings, coordination of utility relocations, etc.

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.



RESOLUTION 121222-C

A RESOLUTION AGREEING TO PROFESSIONAL SERVICES AGREEMENT WITH VOLKERT INC TO FACILITATE COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) INDIVIDUAL PHASE I PERMIT (NPDES NUMBER ALS000011) WITH THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM) FOR THE CITY OF ALABASTER

WHEREAS, the City is required to perform certain inspections and make certain annual reports pursuant to its MS4 permit with the Alabama Department of Environmental Management for FY2023; and

WHEREAS, it is necessary to retain the services of certain engineering professionals to perform said inspections and draft said reports; and,

WHEREAS, Volkert Inc., has proposed to perform such services as set forth in the attached Exhibit A to this Resolution **for the amount of \$79,900.00** and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Alabaster, Alabama:

- 1. The Mayor is hereby authorized to execute the Agreement with Volkert, Inc. attached hereto as Exhibit A and is authorized to pay a total of \$79,900.00 for the services for which Volkert, Inc. agrees to perform in the Agreement and charge such to the appropriate line items in the City budget.
- 2. The Mayor and City Clerk are authorized to execute such documents as are necessary to fulfil the intent of this resolution.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

December 5, 2022

Mr. Brett Tucker
City of Alabaster, Alabama
1953 Municipal Way
Alabaster, Alabama 35007

SUBJECT: City of Alabaster 2023 MS4 Program

Dear Mr. Tucker:

Please find the following Agreement to provide professional services related to the city of Alabaster 2023 MS4 Program ("The Project").

This Project, this Agreement, and our relationship will be governed by the general conditions which are attached hereto, and by reference, made a part hereof. If the attached scope of work, proposed fee, and general conditions are acceptable, please indicate your acceptance of the proposal, scope of work and method of compensation by signing below and returning one copy for our files.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,

Drew T. Davis, PE, ENV SP
Vice President – East Gulf Region

Enclosure

ACCEPTED:

BY:

TITLE:

CLIENT NAME:

DATE:

Federal Employer ID #
(Corporation):

SOCIAL SECURITY #
(Individual):

GENERAL CONDITIONS FOR LETTER AGREEMENT

This Agreement made and entered into this ____ day of _____, 2022 by and between City of Alabaster, Alabama, hereinafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT;

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional engineering services as outlined in the Scope of Work.

SECTION I – SCOPE OF WORK

CONSULTANT’S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

Public Education and Public Involvement

Consultant will assist Owner in identifying and implementing four (4) BMPs, two (2) emphasizing public education and two (2) emphasizing public involvement.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.00.

Dry Weather Screening of Major Outfalls

Consultant will perform a dry weather screening of 20 percent, approximately 46, of the major outfalls identified within the Owner's MS4 boundary. If any flow from an unidentified source is detected during the screening process, field investigation/source identification will be performed under a separate scope of work and fee.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$8,100.00.

Semi-Annual Inspection of City Owned Structural Controls

Consultant will conduct semi-annual inspections for structure integrity, floatables, litter, sediment and debris and prepare inspection reports on fourteen (14) city owned structural controls.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$8,400.00.

Annual Inspection of Post-Construction Structural and/or Non-Structural BMPs

Consultant will perform one (1) inspection on approximately thirty (30) privately owned Post-Construction Structural and/or Non-Structural BMPs. Consultant will prepare inspection reports and deficiency letters (if noted) for the city to coordinate with the owner. Consultant will perform one (1) facility re-inspection if required.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$18,500.00.

Industrial Inspections

Consultant will perform industrial site inspections on seven (7) sites within the MS4 boundary. These inspections include interviewing site staff and inspecting the grounds for potential areas that could contribute storm water pollution to the MS4. Consultant will prepare inspection reports and deficiency letters (if noted) for the city to coordinate with the owner. Consultant will perform one (1) facility re-inspection if required. In addition, Consultant will review ADEM's database to ensure compliance of industrial facilities that are permitted under the NPDES program.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$9,600.00.

Municipal Facility Inspections

Consultant will conduct annual inspections and prepare inspection reports for twenty-five (25) municipal facilities, to include municipal maintenance shops and equipment yards as well as facilities where PHFs are stored, for good housekeeping practices including BMPs.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$12,500.00.

SWMPP Update

Consultant will revise the current SWMPP to incorporate updated permit requirements highlighted in ALS000011.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.00.

MS4 Annual Report

Volkert will prepare and submit to Alabama Department of Environmental Management (ADEM) an annual report for the Alabaster MS4 program that covers the previous fiscal year beginning October 1, 2021, through September 30, 2022. This annual report shall include:

- A list of contacts and parties responsible for preparing the annual report.
- An overall evaluation of the storm water management program developments and progress.
- A narrative report of all program elements referenced in Part II.B of the permit.
- A monitoring section which discusses the progress and results of the monitoring programs required under Part III of the permit.
- The status of the implementation and proposed changes to the SWMPP to include assessment of controls and specific improvements or degradation to quality.
- A summary of inspections and enforcement actions for the regulatory program.
- Implementation status of the public education programs.
- Status of expenditures and budget for the past fiscal year and the next fiscal year for the program.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.

Wet-Weather Sampling

Grab samples will be collected quarterly by the Consultant from two instream monitoring locations in Buck Creek. Consultant will take field readings for temperature, pH/ORP, and turbidity, and deliver collected samples to a lab to be analyzed for parameters specified in NPDES permit ALS000011. There will be four (4) monitoring events conducted under this agreement. Lab costs are included in the lump sum fee of this agreement.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$4,800.

SECTION II – TERMS OF PAYMENT

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other

evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

- B. The OWNER will pay the CONSULTANT for special services performed by Subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the Subconsultant’s services.
- C. Reimbursable expenses are defined as follows:

Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.
- D. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- E. The total fee for professional services shall not exceed **Seventy-Nine Thousand Nine Hundred Forty Dollars and Zero Cents (\$79,900.00)** unless authorized by OWNER.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.**

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT’S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as “Documents”) are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER is hereby granted a royalty-free, non-exclusive, limited-use license therein, and may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project, and the limited-use license granted hereunder does not apply to any future use. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys’ fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER’S use of such Documents.
- C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT’S officers, directors, employees, agents and independent professional associates and Consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT’S services, the project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT’S officers, directors, employees, agents or independent professional associates or Consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds
- D. Insurance & Indemnification: CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT’s policy of commercial general liability and automobile liability insurance. :

TYPE OF COVERAGE

LIMITS

I	Worker’s Compensation Employer Liability	State – Statutory \$1,000,000 Per Accident \$1,000,000 Disease/Each Accident \$1,000,000 Disease/Policy Limit
II	Comprehensive or Commercial General Liability	\$1,000,000 Per Person Bodily Injury \$1,000,000 Per Occurrence Bodily Injury \$1,000,000 Property Damage \$2,000,000 Policy Aggregate
III	Automobile Liability	\$1,000,000 Combined Single Limit
IV	Professional Liability	\$2,000,000 Each Claim \$2,000,000 Annual Aggregate

Indemnification by CONSULTANT. To the fullest extent permitted by law, and up to the limits of the Exclusivity of Remedies provision contained herein, CONSULTANT shall indemnify OWNER and OWNER’s officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys’ fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT’s defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT’s actual negligent performance.

Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

E. Termination:

1. For cause,
 - (a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - (b) By CONSULTANT:
 - (1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT’s responsibilities as a licensed professional; or
 - (2) upon seven days written notice if the CONSULTANT’s services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT’s control.
 - (3) CONSULTANT shall have no liability to OWNER on account of such termination.
 - (c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph III.E.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
 - (a) By OWNER effective upon CONSULTANT’s receipt of notice from OWNER.
3. Effective Date of Termination. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
4. Payments upon Termination
 - (a) In the event of any termination, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

(b) In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph III.E.4(a), to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

- F. Time of Completion: In accordance with the Standard of Care set out herein, all services under this Agreement will commence upon authorization to proceed from the OWNER.
- G. Successors and Assigns:
1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Section III.G.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
 2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and Consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.
 3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.
- H. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.
- I. Right of Entry: OWNER shall arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.
- J. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised by similarly situated professional consultants practicing under similar conditions at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- K. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-

party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

- L. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.
- M. Waiver of Subrogation: Owner and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.
- N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This Agreement shall be governed by the laws of the State of Alabama and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Alabama, exclusive of its choice of law provisions.

Council Member _____ introduced the following Resolution for adoption, which was seconded by Council Member _____.



RESOLUTION 121222-D

A RESOLUTION TO ENTER AGREEMENT WITH CMH ARCHITECTS INC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR CONSTRUCTION OF THE ALABASTER REC CENTER AND LIBRARY

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an architectural and engineering design services agreement with CMH Architects, Inc. for a new 97,700 square foot Recreation Center Facility and Library complex; and

WHEREAS, the agreement will include the Schematic Design Phase through Construction Administration Phase at a **fee of 4.7% of the cost of the work** with a construction phase anticipated to take 12 months; and

WHEREAS, the agreement will not exceed \$2,550,000 including allowable reimbursables, and

WHEREAS, CMH Architects, Inc. Cover Letter and AIA Contract will be considered as “Attachment A”.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Mayor Scott Brakefield and City Clerk, J. Mark Frey to sign, attest and file all documentation necessary to enter into said agreement.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:	CITY OF ALABASTER
 _____	 _____
J. Mark Frey, City Clerk	Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor



RESOLUTION 121222-E

A RESOLUTION TO ENTER AGREEMENT WITH CMH ARCHITECTS INC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR CONSTRUCTION OF LARRY SIMMONS STADIUM AND JIM "PEANUT" DAVENPORT FIELD

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an architectural and engineering design services agreement with CMH Architects, Inc. for the design and renovation of Larry Simmons Stadium and Jim "Peanut" Davenport Field; and

WHEREAS, the agreement will include the following:

Baseball Field Improvements as Described in Exhibit 1:

Civil Construction Documents	\$32,000.00 Lump Sum
PDES Permit Modification	\$350.00 Per Modification
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum Fee
Additional Services Hourly Rates, as Required	

Football Stadium & Field Improvements as described in Exhibit 2:

Civil Construction Documents – Restroom and Parking	\$23,000.00 Lump Sum
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum
Additional Services Hourly Rates, as Required	

WHEREAS, additional optional services as set forth in the AIA Contract from CMH Architects, Inc. which may be required; and

WHEREAS, CMH Architects, Inc. Cover Letter and AIA Contract will be considered as “Exhibit A – 1 & 2”.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Mayor Scott Brakefield and City Clerk, J. Mark Frey to sign, attest and file all documentation necessary to enter into said agreement.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor



1800 International Park Drive
Suite 300
Birmingham, AL 35243

205 / 969-2696
info@cmharch.com
cmharch.com

December 8, 2022

VIA EMAIL
bbinzer@cityofalabaster.com

Mr. Brian Binzer, AICP
City Manager
City of Alabaster
1953 Municipal Way, Suite 101
Alabaster, AL 35007

RE: **Programming Services for Proposed Improvements of Baseball and Football Fields**
 Alabama Highway 119 & Thompson Road in Alabaster, AL
 CMH Project No. 1836

Dear Brian:

We are pleased to present this proposal for your consideration to provide services for the following:

SCOPE

This project consists of renovations and improvements for the existing baseball and football fields as shown on the Conceptual Site Design for the Baseball Field & Larry Simmons Stadium Renovations dated December 2, 2022, prepared by CMH (Conceptual Site Design). In addition to the scope shown on the Conceptual Site Design, Civil Design Services are described in the following:

EXHIBIT 1: SCOPE OF SERVICES — Baseball Field Improvements dated 12.07.22 prepared by EDG

EXHIBIT 2: SCOPE OF SERVICES — Thompson School Football Stadium Improvements dated 12.07.22 prepared by EDG

(Both Exhibits are attached.)

FEE

Fee for basic services—including architectural, structural, mechanical, plumbing, and electrical design services—will be based on a percentage of the cost of work as shown on the State Fee Schedule for Type III facilities (copy of fee schedule attached). Should the scope of the work be broken into two or more phases, then each phase fee shall be computed based on the cost of the work for that phase as shown on the State Fee Schedule for Type III facilities.

Fees for Civil Services shall be as follows:

Baseball Field Improvements as Described in Exhibit 1:

Civil Construction Documents	\$32,000.00 Lump Sum
PDES Permit Modification	\$350.00 Per Modification
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum Fee
Additional Services	Hourly Rates, as Required

Football Stadium & Field Improvements as described in Exhibit 2:

Civil Construction Documents – Restroom and Parking	\$23,000.00 Lump Sum
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum
Additional Services	Hourly Rates, as Required

1800 International Park Drive Suite 300 Birmingham, Alabama 35243 Phone 205/969-2696 Fax 205/969-3930
December 8, 2022
Mr. Brian Binzer

Page 2 of 2

ASSUMPTIONS

Provisions of the Agreement Between Owner and Architect (AOA) dated November 29, 2022, shall apply to services for this project except as follows:

- Scope of services described in this proposal shall govern over services described in the AOA.
- Fees and services shown in Exhibits B & C as well as those shown in article 11.2 of the AOA shall not apply to this proposal.
- Site visits to the work during construction shall not exceed one (1) each two (2) weeks.
- Services included in the Thompson Football Stadium Demolition Package dated 12.02.22 are not included in this proposal.

Please call if you have any questions.

Sincerely,
CMH ARCHITECTS, INC

Everett Hatcher
President

cc: Scott Brakefield
 Fred Hawkins
 Billy Morace

ACCEPTED: CITY OF ALABASTER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachments:
Schedule of Basic Fee Rates (State Fee Schedule)
Conceptual Site Design for the Baseball Field & Larry Simmons Stadium Renovations 12.02.22
Exhibit 1 dated 12.07.22
Exhibit 2 dated 12.07.22



EXHIBIT 1

December 7, 2022

1.0 Scope of Services-Baseball Field Improvements

1.1 Civil Construction Documents-Baseball Field Facilities

We will develop a set of civil construction documents for the proposed site improvements associated with the baseball field facilities. Our services are provided to support/implement the scope as indicated on the Architect's site plan. These plans will be based on the information gained during the schematic design phase. We will submit the Construction Documents to the City of Alabaster for their review and approval. We will address comments provided by CMH Architects and the City of Alabaster. We will meet with CMH and any necessary City Officials as needed to work through any design issues that arise during plan approval. The Construction Documents will include the following design information, at a minimum:

- a. Demolition and Phase I Erosion Control Plan- We will create a demolition plan to depict items to be removed from the site. This includes buildings, fences, pavements, hardscapes, storm sewer infrastructure, and utility services. We will coordinate with CMH Architects, the City of Alabaster, and various utility providers during the development of the demolition plan. We will create an erosion control plan to mitigate sedimentation caused by demolition activities. Structural Best Management Practices (BMP) devices will be selected per site conditions, and will follow the specifications of the current edition of the "Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas." Specific notes and details pertaining to demolition and erosion control devices will be provided.
- b. Site Layout Plan - Plan will provide horizontal control for the layout of the proposed improvements. Those improvements are illustrated on the attached exhibits provided by CMH Architects. The plan will be based on these exhibits, and EDG's survey will be used as the basis of design. We will coordinate closely with CMH Architects during the development of the project's site plan.
- c. Site Grading and Drainage Plan-Plan will include existing and finished contours and spot elevations in flat areas and around buildings/features. Storm sewer infrastructure will be shown on the grading plan. The intent of the design will be to preserve as much existing storm sewer infrastructure as possible, adding pipe and inlets/structures as needed to accommodate runoff generated by proposed improvements.
- d. Utility Plan-Plan will include the utility service lines to support the improvements. This includes water, sanitary sewer, and electricity. We will coordinate with the project's MEP Engineer and utility providers (Alabaster Water and Environmental Services) for utility service locations at new buildings/facilities. The design of utility main extensions or relocations is excluded from our scope

120 BISHOP CIRCLE, SUITE 300, PELHAM, ALABAMA 35124 • 205-403-9158 • FAX: 205-403-9175

- e. of services as we understand that utilities are available within the site.
- e. Erosion Control Plan-Plan will include the necessary structural BMP devices for the control of sedimentation at the site. BMP devices will be selected per specific site conditions and per the current edition of the "Alabama Handbook."
- f. Notes and Details-We will provide standard notes and details which pertain to the site's specific construction requirements. This includes the City's specific notes and details related to utility services.
- g. Bid Documents and Specifications-We will provide bid documents and specifications related to site/civil elements of the project. We will attend a pre-bid meeting (if required), bid opening, and pre-construction meeting.

1.2 NPDES Permit Modification

The ADEM permit (originally obtained during the football stadium demolition package) will be modified as construction progresses through various phases of the project. As more of the site is disturbed, ADEM requires that the permit be modified to accurately reflect the disturbed area and associated BMPs. Modification includes updates to the eNOI through the AEPACS system as well as revisions to CBMPP documents.

1.3 Construction Administration and Reimbursable Expenses

We will be available to the project team during the construction phase of the project. We will attend OAC meetings and provide responses to contractor-generated RFIs. We have budgeted two site visits per month for the duration of the project, with an assumed project construction time of 6 months. We have also assumed that we will spend approximately 5 hours per month coordinating with the Architect and Contractor regarding CA items. A budget estimate is provided in Section 2.0.

1.4 Additional Services

Service needs that arise and are required but have not been included in our original scope of services will be performed on an hourly basis according to the attached fee schedule. We will not proceed with additional work without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: Playing Field Turf Design, Lighting Design, Hardscape Design, Survey Services, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Storm Water Monitoring, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

Our receipt of a signed copy of this proposal will serve as our formal notice to proceed with this scope of services. A signature block is provided on the following page.

2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Civil Construction Documents	\$32,000.00 Lump Sum
2.2 NPDES Permit Modification	\$ 350.00 Per Modification
2.3 Construction Administration and Reimbursables	\$ 5,000.00 Hourly Maximum Fee
2.4 Additional Services	Hourly Rates, as Required

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC

Wade H. Lowery P.E., Alabama License #27002

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

- | | |
|--------------------------|-------------------|
| • Principal in Charge | \$150.00 per hour |
| • Project Manager | \$130.00 per hour |
| • Senior Design Engineer | \$120.00 per hour |
| • Project Engineer | \$105.00 per hour |
| • Engineering Drafter | \$ 85.00 per hour |
| • Expert Witness | \$250.00 per hour |

Surveying Rate Schedule

- | | |
|------------------------------------|-------------------|
| • PLS | \$125.00 per hour |
| • Field Crew | \$145.00 per hour |
| • Field Crew Construction Layout** | \$155.00 per hour |
| • Senior Drafter | \$ 95.00 per hour |
| • Drafter | \$ 85.00 per hour |

**Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."



EXHIBIT 2

December 7, 2022

1.0 Scope of Services-Thompson School Football Stadium Improvements

1.1 Civil Construction Documents-Football Stadium Restroom Facility and Parking

We will provide civil construction documents associated with the construction of the new restroom facility and improvements to the stadium parking and storm water detention facilities. The plans will support/implement the scope as shown on the Architect's site plan. At a minimum, the construction documents will include the following:

- a. Site Layout Plan-Plan will include dimensional control for the layout of the restroom facility and parking improvements.
- b. Grading and Drainage Plan-Plan will include a detailed spot grading plan for the new restroom facility and immediately surrounding areas. We understand that the City wishes to add storm water detention capacity to the site. This is an effort to make a positive impact on known downstream flooding issues. To accomplish this, an existing above ground detention pond will be re-graded as an extension of a new parking facility and its volume of storm water storage capacity will be included in the design of a new, larger storm water detention facility. Through our discussions we understand that the new storm water detention facility will be an underground type. We will calculate the runoff generated by the site and proposed improvements, and maximize the volume of runoff that can be stored in the available site area. We will coordinate with an underground detention system provider (Contech or other/similar) for a detailed design of the underground system. A hydrology report will be provided.
- c. Utility Plan-Plan will include utility service lines for the new restroom facility. This includes water, sanitary sewer, and electricity. We will coordinate with the utility providers during the design phase. We will also coordinate with the project's electrical engineer/lighting designer for the location of site/parking lot lighting. Specific details for utilities will be provided.
- d. Erosion Control Plan-Plan will include the necessary structural BMP devices for the control of sediment and erosion caused by construction activities. BMPs will be selected from the current edition of the "Alabama Handbook."
- e. Notes and Details-We will provide standard notes and details for site-related construction items.

120 BISHOP CIRCLE, SUITE 300, PELHAM, ALABAMA 35124 • 205-403-9158 • FAX: 205-403-9175

1.2 Construction Administration and Reimbursable Expenses

We will be available to the project team during the construction phase of the project. We will attend OAC meetings and provide responses to contractor-generated RFIs. We have budgeted two site visits per month for the duration of the project, with an assumed project construction time of 6 months. We have also assumed that we will spend approximately 5 hours per month coordinating with the Architect and Contractor regarding CA items. A budget estimate is provided in Section 2.0.

1.3 Additional Services

Service needs that arise and are required but have not been included in our original scope of services will be performed on an hourly basis according to the attached fee schedule. We will not proceed with additional work without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: Lighting Design, Hardscape Design, Survey Services, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Storm Water Monitoring, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

Our receipt of a signed copy of this proposal will serve as our formal notice to proceed with this scope of services. A signature block is provided on the following page.

2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Civil Construction Documents-Restroom and Parking	\$23,000.00 Lump Sum
2.2 Construction Administration and Reimbursables	\$ 5,000.00 Hourly Maximum
2.3 Additional Services	Hourly Rates, as Required

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC

Wade H. Lowery P.E., Alabama License #27002

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

- | | |
|--------------------------|-------------------|
| • Principal in Charge | \$150.00 per hour |
| • Project Manager | \$130.00 per hour |
| • Senior Design Engineer | \$120.00 per hour |
| • Project Engineer | \$105.00 per hour |
| • Engineering Drafter | \$ 85.00 per hour |
| • Expert Witness | \$250.00 per hour |

Surveying Rate Schedule

- | | |
|------------------------------------|-------------------|
| • PLS | \$125.00 per hour |
| • Field Crew | \$145.00 per hour |
| • Field Crew Construction Layout** | \$155.00 per hour |
| • Senior Drafter | \$ 95.00 per hour |
| • Drafter | \$ 85.00 per hour |

**Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."



RESOLUTION 121222-F

A RESOLUTION TO ENTER AN AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC RELATED TO VETERANS PARK LANDSCAPE DESIGN CONSTRUCTION PLANS AND BID DOCUMENTS

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an agreement with Barge Design Solutions, INC. for the landscape design, construction plans and bid documents for the Veterans Park renovation project; and

WHEREAS, the City of Alabaster, Alabama, wishes enhance Veterans Park by entering an agreement with Barge Design for the design of park improvements and the development of constructions plans to determine construction costs; and

WHEREAS, said agreement will include the following services:

Predesign / Mobilization	\$6,100
Concept/OPCC Development	\$15,300
Concept Refinement	\$9,200

WHEREAS, said agreement with **Barge Design Solutions, INC.** shall not exceed **\$30,600.00** plus **Allowable Reimbursables**.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster to sign and J. Mark Frey, City Clerk, to attest and file all documentation necessary to enter into said contract.

BE IT FURTHER RESOLVED that Finance Director is directed to provide funding for said project through the Capital Projects Fun.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Additional Services
- V. Meetings & Site Visits
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. PROJECT DESCRIPTION

The City of Alabaster, AL (City) is seeking landscape architecture park design services for the conceptual design for the improvements listed below for Veteran’s Park located at 7305 Hwy 119, Alabaster, AL. The concept for improvements will provide concept plans for improvements throughout the park toward the goal of biddable construction plans for those improvements at a future date.

It is the desire of the City for the exterior landscape environment (hardscape and softscape) be of high quality details and design toward improved visitor experience and ease of maintenance.

The park improvements will be focused on the ballfield complex and associated parking lot, as well as the central parking lot and surrounding areas for additional park facilities.

As this project is in the city limits of Alabaster, it is subject to all its rules and regulations. The site is also in Shelby County, thus it may be subject to multiple governing agency regulations.

II. SCOPE OF SERVICES

Barge Design Solutions, Inc. (BARGE) proposes the following Scope of Services:

A. Landscape Architectural Site Concept Design Services

Provide conceptual design services for the proposed project development that will be the basis for the landscape architecture and civil engineering design construction documents provided under separate future task order. Services are for conceptual design of the hardscape, planting, sports field, and site lighting for the project areas listed below:

1. Ballfield Complex
- a. Outfield drainage improvements
- b. Turf infields or total fields
- c. Additional seating area behind backstop
- d. Parking lot island improvements

1

- e. Shade canopy for seating areas
- f. Maintenance gate pads
- g. Gravel fence lines
- h. Playground between fields w/netting to improve safety

2. Central Park Area
- a. Lighting for lower parking lot
- b. Covered pickleball (6-8 courts)
- c. Sand volleyball (2 courts)
- d. Improvements to the Veteran’s Memorial
- e. Trail access near skate park

Predesign and Concept Plan Development

BARGE will provide the following related to Predesign / Mobilization:

- Review relevant codes and zoning requirements
- Obtain relevant project electronic base information (GIS if no survey)
- Meet with owner to establish project parameters, landscape themes, goals, and overall vision for the exterior environments
- Administrative project setup tasks.

Concept Development:

- Develop landscape/hardscape concepts in sketch format.
- Review plans with owner, receive input
- Update concept plans based on owner requests
- Develop preliminary landscape/hardscape Opinion of Probable Construction Cost (OPCC) and confirm project budget with owner.
- Present concepts and OPCC to owner.

B. Construction Plans and Bid Documents

The purpose of preparing concept plans and an opinion of probable cost is to determine the parameter of the park improvements, the disciplines that will be required for the CD’s, and the budget for implementation. Development of construction plans may require surveying, electrical engineering, civil engineering, and irrigation design in addition to landscape architecture. A scope and fee for those items will be prepared based on the decisions made by the city during the concept plan process.

III. ASSUMPTIONS

The following is a list of assumptions related to the noted proposal:

- This proposal is based on scope of work discussion with City on November 17, 2022.

2

- Barge will have access to the site and adjoining areas, as required.
- Construction budget for items listed in our scope of services is unknown at this time; Barge will strive to work with the Client in the establishment of this budget but cannot be held responsible as to whether or not the yet-undefined budget is achieved.
- The concept plans will be prepared on GIS site data with the understanding of its limited accuracy and detail.
- Deliverables for above noted services shall be a combination of hand and/or computer generated site plans.
- Plans will be prepared using AutoCAD format in English units.
- In providing the OPCC, the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC
- This proposal is good for 90 days from the date on the Professional Services Agreement.

IV. ADDITIONAL SERVICES

- Perspective hand sketches, computer generated imagery, modeling, or animation can be provided as an additional service.
- Preparation of construction documents, bid, and construction administration services.
- Geotechnical services.
- Surveying services.
- Wetland delineation.
- Public input presentations and/or charrettes
- LEED, EarthCraft or other green certification calculations and documentation.
- Redesign or substantial revisions based on changes to the base information or site plan after BARGE has been released to develop design development level plans.
- Any other additional services over and above the subject scope of work will be performed on the basis of a negotiated lump sum fee or on the basis of hourly rates included herewith.

V. MEETINGS & SITE VISITS

BARGE has included time for an initial site visit and two plan review meetings with the City in Alabaster. No time has been allocated for any separate meetings with specific departments.

VI. CLIENT'S RESPONSIBILITIES

3

- Client is to assist with the providing of critical project information, such as implementation/construction budgets, base information, and other information as needed.
- Client is to review documents and respond to questions in a timely manner.
- Appoint a single point of contact for project coordination purposes.
- Provide project requirements and system data as required.

VII. DELIVERABLES

PDFs of the following items will be provided as part of our services:

- Conceptual Park Improvement Site Plans
- Concept-level OPCC
- Meeting notes

VIII. COMPENSATION

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below.

Phase	Fee Type	Fee
Predesign / Mobilization	Lump Sum	\$6,100.00
Concept/OPCC Development	Lump Sum	\$15,300.00
Concept Refinement	Lump Sum	\$9,200.00

The fees provided above are valid up to three (3) months from the date of this proposal.

Reimbursable items will be billed at actual cost plus 15% for expenses. Reimbursable items include but are not limited to travel mileage or airfare, rental cars, hotel, prints, courier, FedEx, etc.

4



RESOLUTION 121222-H

THE CITY COUNCIL OF THE CITY OF ALABASTER
APPOINTMENTS TO THE INDUSTRIAL DEVELOPMENT BOARD
(Ala Code §11-54-86)

WHEREAS, the Industrial Development Board of the City of Alabaster is comprised of no less than seven members serving staggered six-year terms; and,

WHEREAS, Place 3 Member Gary Wright and Place 4 Member Charles Cornelius, with terms ending 12-01-2021, have indicated a desire to continue to serve; and

WHEREAS, the current board is comprised of the following members who serve until the term expires or a replacement is found;

Appointee	Place	Term Expiring
Tommy Ryals	1	12/01/2025
Ken Lindsey	2	12/01/2025
Terrill Lane	3	12/01/2021
Charles Cornelius	4	12/01/2021
Todd Davis	5	12/01/2023
John Aaron	6	12/01/2023
Dennis Torrealba	7	12/01/2023

NOW, THEREFORE, the City Council of the City of Alabaster hereby appoints **Terrill Lane** to **Place 3** and **Charles Cornelius** to **Place 4** of the Industrial Development Board.

Section 1. Terrill Lane (Place 3) and Charles Cornelius (Place 4) are hereby **APPOINTED** to the Industrial Development Board of the City of Alabaster (Ala Code §11-54-86) with a term expiring December 1, 2027.

Appointee	Place	Term Expiring
Tommy Ryals	1	12/01/2025
Ken Lindsey	2	12/01/2025
Terrill Lane	3	12/01/2027
Charles Cornelius	4	12/01/2027
Todd Davis	5	12/01/2023
John Aaron	6	12/01/2023
Dennis Torrealba	7	12/01/2023

Section 2. This appointment shall be effective as of the date of this pronouncement.

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

Council Member _____ moved adoption of the following Resolution, which was seconded by Council Member _____.



RESOLUTION 121222-J

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALABASTER REGARDING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENTS

WHEREAS, pursuant to Ala. Code § 11-52-80(a), the Alabaster Board of Zoning Adjustments is comprised of five (5) regular members duly appointed by the City Council of the City of Alabaster, serving three-year staggered terms, with two additional supernumerary members to serve upon the call of the chairperson in the event of an absence of a regular member; and

WHEREAS, the current BZA members and terms are as follows:

Place	Name	Expiration
Place 1	Rayford Coleman	Dec 1, 2024
Place 2	Jim McClain	Dec 1, 2023
Place 3	Ashley Hardee	Dec 1, 2023
Place 4	Wade Walker	Dec 1, 2022
Place 5	Tommy Ryals	Dec 1, 2022
Supernumerary 1	Richard Mizell	Dec 1, 2024
Supernumerary 2	Mike Brothers	Dec 1, 2024

NOW, THEREFORE, be it resolved by the Council, as follows:

1. The Council hereby appoints the following persons to serve on the Alabaster Board of Zoning Adjustments, for the place and term so designated:

Place	Name	Expiration
Place 1	Rayford Coleman	Dec 1, 2024
Place 2	Jim McClain	Dec 1, 2023
Place 3	Kristalyn Lee	Dec 1, 2023
Place 4	Wade Walker	Dec 1, 2025
Place 5	Tommy Ryals	Dec 1, 2025
Supernumerary 1	Richard Mizell	Dec 1, 2024
Supernumerary 2	Mike Brothers	Dec 1, 2024

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor